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BEFORE THE ARIZONA CORPORATION COMMISSION

<u>COMMISSIONERS</u>
DOUG LITTLE, Chairman
BOB STUMP
BOB BURNS
TOM FORESE
ANDY TOBIN

IN THE MATTER OF THE APPLICATION OF TUCSON ELECTRIC POWER COMPANY FOR APPROVAL OF ITS 2016 RENEWABLE ENERGY STANDARD IMPLEMENTATION PLAN.	Docket No. E-01933A-15-0239
IN THE MATTER OF THE APPLICATION OF TUCSON ELECTRIC POWER COMPANY FOR THE ESTABLISHMENT OF JUST AND REASONABLE RATES AND CHARGES DESIGNED TO REALIZE A REASONABLE RATE OF RETURN ON THE FAIR VALUE OF THE PROPERTIES OF TUCSON ELECTRIC POWER COMPANY DEVOTED TO ITS OPERATIONS THROUGHOUT THE STATE OF ARIZONA AND FOR RELATED APPROVALS.	Docket No. E-01933A-15-0322

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REPLY BRIEF

The Residential Utility Consumer Office ("RUCO") hereby provides notice of filing its Reply Brief in the above referenced matter.

RUCO's Closing Brief was lengthy in an effort to address all of the outstanding issues as well as many of the arguments that RUCO anticipated would be raised by other stakeholders as part of their case in chief. RUCO does not intend to repeat the same arguments and positions raised in RUCO's Closing Brief. RUCO further relies on and incorporates herein all of the arguments and positions set forth in RUCO's Closing Brief. To the extent that RUCO has anything to add in reply to a position raised by another party in their Closing Brief, RUCO will address it in this Reply Brief.

THE PROPOSED SETTLEMENT IS IN THE PUBLIC INTEREST

RUCO incorporates the arguments and positions stated in its Closing Brief. See RUCO Closing Brief ("Closing Brief") at 2-4.

THE COMMISSION SHOULD APPROVE RUCO'S RECOMMENDED RPS CREDIT OPTION CONSISTENT WITH WHAT THE COMMISSION DID IN THE RECENT UNSE MATTER

Many from the solar industry are continuing to try to find any reason for the RPS Credit option to not be approved. Most of the arguments in the briefs are based on the same arguments, unsuccessfully raised in the UNS Electric rate case and those already rebutted in RUCO's Closing Brief. For this reason, RUCO will not go through and address each argument individually. However, there are some that RUCO will address. EFCA argues that the RPS Credit option is "flawed and incomplete as currently designed." EFCA Brief at 15. EFCA claims "the Value of Solar will inform the details of the RUCO RPS Credit Option." Id. at 16. EFCA's reasoning is below.

> "RUCO has suggested that the average RPS Credit across all of the steps or tranches of capacity should be "the long-term value of solar." RUCO witness Huber derived an estimate of 7.9 c/kWh as the "long-term value of solar." But, stated on cross-examination that the rate was based on a cost-based approach and not the Value of Solar." Huber further explained during the hearing, that the export rate is not set up to pay the value of solar, and is actually set up to pay less than value of solar. It is clear, the rate was not designed to ensure consistent application of the results of the Value of Solar docket.

EFCA Closing Brief at 16.

EFCA claims the RPS Credit option is not based on the findings of the Value of Solar docket. This is an obvious statement given that docket is still not complete and the RPS Credit option in this case was proposed earlier this year. RUCO intentionally designed the RPS Credit option to be independent of the Value of Solar docket. RUCO is concerned with the uncertainty DG customer's face, when installing solar, and the RPS Credit option solves this issue. EFCA's assertion that the Value of Solar "will inform the details" of the RPS Credit option is even more puzzling, given that Mr. Huber unequivocally denies this very same assertion while testifying during the hearing. Mr. Huber testified, "[n]ext I am told that it is dependent on the value of solar. And that is not true. I used an avoided costs method as a guide. But it is certainly not dependent on value of solar whatsoever." Transcript at 1473. EFCA even goes so far as to state that the valuation of DG is the "cornerstone" of the RPS Credit option. EFCA Brief at 17. If the Value of Solar really was the "cornerstone" of the RPS Credit option, the starting compensation rate would have been $7.9 c/kWh, rather than the proposed $11 c/kWh. Whatever the motive for asserting that the RPS Credit option is dependent upon the Value of Solar, the RPS Credit option, as constructed, is **not** dependent upon the outcome of the Value of Solar.

EFCA argues that the RPS Credit option's tranches must be reviewed in Phase 2 since they are based on the Value of Solar and tied to the economics of DG. Id. In support of this criticism, EFCA claims that 1) the first five tranches will be fully subscribed within a single year and 2) that if the RPS Credit Option was implemented with the rest of TEP's rates on January 1, 2017, the capacity additions for the first tranche would be expected to be reached within two and a half months. EFCA Brief at 17. As support for this argument, EFCA is using evidence introduced into the record by Vote Solar witness, Ms. Kobor. During this rate case, there was a period of time where Ms. Kobor was confused about what capacity should count towards the tranches. Transcript at 2211. Ms. Kobor's testimony criticizing the tranches was based on her confusion. Towards the end of the hearing, Ms. Kobor acknowledged she had been confused, but that now she understands what capacity would be included. Transcript at 2227-28. With this new understanding, Ms. Kobor, admits that she is now unable to say how fast the tranches would be subscribed because she is "unable to forecast how many customers would count against the tranche over a given time period," due to the optional nature of the rate. Id. EFCA made no mention of this in their brief. EFCA is continuing to use Ms. Kobor's misunderstanding, as support for their argument, which RUCO finds to be inappropriate since Ms. Kobor acknowledged the misunderstanding. These types of questionable tactics are exactly what RUCO was referring to in our Closing Brief. RUCO Closing Brief at 6.

EFCA's next argument is "the RPS Credit option is not levelized over 20 years and immediately represents a substantial reduction in compensation for DG customers." Id. at 18. EFCA, using a bold assumption that the volumetric portion of the retail rates will ever increase, at a fixed yearly rate, for the next 20 years, developed a statistic to show that the RPS Credit option pays 17% less than the 20-year levelized rate. Id. First, RUCO calls into question the accuracy of the calculation, when it relies on such a significant long-term variable. RUCO believes a quote by, American writer, Gregg Easterbrook applies perfectly here when he said, "[t]orture numbers, and they'll confess to anything." Second, and most important, EFCA's insistence on comparing the RPS Credit option, a 20-year fixed yearly payment, with a manipulated forecasted net metering structure, is irrelevant. RUCO sees no value in comparing the two because the RPS Credit option was designed to be a completely separate compensation structure, designed to pay less than the full retail rate. However, if RUCO did want to "torture numbers" and compare the two, a simple calculation of RUCO's avoided cost of $7.9 c/kWh (discussed above) with the current retail rate of $11 c/kWh, would show ratepayers paying DG customers 28% more than they should. Is this evidence showing that the RPS Credit option overpays DG customers? The answer is it doesn't matter, neither statistic has any bearing on whether the RPS Credit option should be approved.

EFCA proposed changes to the RPS Credit option. Unfortunately, it still appears that EFCA does not understand how it works. EFCA asserts that the "alteration of the tranches would likely create grandfathering issues." EFCA Brief at 19. This is once again not true. The RPS Credit option does not require any form of grandfathering because each customer is locked into a 20-year contract when they take service under this option.

EFCA also claims that RUCO "appears to agree with" the proposed modifications to the tranches to "keep the tranches open longer." EFCA Brief at 20. The citation used by EFCA is related to testimony on whether RUCO would be willing to adjust the compensation under each tranche. In that testimony, Mr. Huber stated, "I mean I think, you know, RUCO, our doors are always open to discussing if maybe it is a half a cent a kilowatt hour decline at that, at a certain point, too. So I don't think we are opposed to some modifications if there is a compelling reason." Transcript 1623-1624. There is no mention anywhere of RUCO "agreeing" to "keep the tranches open longer." Id. EFCA's view is misleading, to make it appear that RUCO supports their proposed modifications. While RUCO may be open to some small modifications, RUCO does not support EFCA's proposed modifications, which completely changes the structure of the RPS Credit option.

Vote Solar took a more measured approach in their Brief. Vote Solar first listed many of the potential benefits of the RPS Credit option. Vote Solar Brief at 10-11. They had two main criticisms and recommendations of the RPS Credit option. First, Vote Solar believes the final compensation rate should increase to the $7.9 c/kWh RUCO calculated avoided cost, rather than the MCCCG rate. Id. at 12. Second, Vote Solar argues "the tranches should be larger and based on all solar capacity additions." Id. at 15. Vote Solar contends the current MCCCG compensation rate of $2.5 c/kWh "is unreasonable and would severely undervalue solar." Id. at 12. The MCCCG rate might look low now, however, the market sets the MCCCG rate and it wasn't too many years ago that the MCCCG rate was near $5 c/kWh. It will be a number of years before the tranches are fully subscribed and the compensation rate would align with the

MCCCG rate, should the Commission not take any action. Speculation over what level that rate will be is unimportant for a number of reasons. This is an optional rate and a customer can always select more traditional compensation options, especially when compensation under the RPS Credit option reaches the MCCCG rate. The tranches are subject to Commission review and can be modified for public policy reasons. Additionally, once a utility has become REST compliant, non-DG rate payers should not be asked to subsidize additional solar generation. Vote Solar also argues "the tranches should be larger and based on all solar capacity additions." Id. at 15. Vote Solar believes that the tranches should include all solar capacity installed and not just that capacity where renewable energy credits (REC") are exchanged. If the RPS Credit option is modified to include all solar capacity, the intent of the mechanism has been lost. For a customer to be compensated under the RPS Credit option, they must exchange RECs with the utility. A third-party solar leasing company who retains the RECs themselves, would have to provide the RECs, generated by the installation of the solar system, to the leasor of the system, to exchange with the utility. The RPS Credit option is intended to help the utility meet its REST compliance by requiring the exchange of RECs. Including capacity where RECs are not exchanged, brings the utility no closer towards REST compliance. It would only serve to lower the compensation rate quicker, thereby, making it unlikely the utility would be able to meet REST compliance, through the use of the RPS Credit option.

Second, basing the tranches on yearly capacity install rates attempts to link the tranches with solar sales (or existing business models). Basing the tranches on projected targets in the REST Plan links the tranches to REST capacity goals. RUCO understands the solar industry's desire to link the tranches to historical install rates. However, because of the size of Vote Solar's proposed tranches, 28 MW, the utility would meet its rooftop solar REST compliance target of ~85 MW of rooftop solar, after only the third tranche. Transcript at 2223, Lon Huber work paper titled "RPS Credit Option – TEP." Leaving the remaining tranches to overpay for rooftop solar exports, which do nothing for REST compliance. RUCO's intent, is to the help the utility become REST compliant, in the most economically feasible way, staying consistent with REST requirements.

The solar industry's proposed changes to the RPS Credit option should not be approved. RUCO's RPS Credit option as proposed should be approved.

THE COMMISSION SHOULD APPROVE RUCO'S RECOMMENDED $6 METER FEE CONSISTENT WITH WHAT THE COMMISSION DID IN THE RECENT UNSE MATTER

Vote Solar argues that the solar metering fee should be deferred until Phase 2. Vote Solar Brief at 1. Vote Solar argues that RUCO's metering fee is seriously flawed and that punting it to Phase 2 would allow it to be "substantially improved." Vote Solar believes that RUCO and TEPs proposals should be rejected because they unreasonably inflate the capital and administrative costs attributable to solar customers. Id. at 1. Vote Solar notes that TEP and RUCO's proposal would be three to five times greater than the meter fee approved in the UNSE rate case and that any meter fee should reflect the "actual" incremental costs of installing a bi-directional meter, which are far less than TEP's and RUCO's proposal. Id.

Not surprising, Vote Solar wants to go back and reargue EFCA's Motion to Strike dated August 31, 2016 in this docket. Vote Solar Brief at 3. Vote Solar once again claims that the Commission is bound by its Procedural Order of August 22, 2016 to defer this issue until Phase 2 since the meter fee, like the RPS Credit Option is a rate design issue. RUCO in its Response to EFCA's Motion explained why both the meter and the RPS Credit proposals were not an additional rate but rather an additional charge. See RUCO's Response to EFCA's Motion, August 31, 2016 at 4. The meter charge would sit on top of whatever rate the

Commission decides is appropriate for this particular class of customers. Id. Moreover, the Commission in the recent UNSE case, addressed this very same procedural circumstance by deferring the solar rate design issues until Phase 2 and approving a meter and RPS Credit option in Phase 1. See Decision No. 75697 at 117-119 docketed August 18, 2016. The Judge in this case put the issue to rest when she denied EFCA's Motion. Now, Vote Solar wants to not only ignore the UNSE Decision, but to ignore the Judge's ruling on EFCA's Motion and pretend that all the testimony on the subject in the hearing simply did not happen.

The Judge has decided this issue, the Commission has spoken to this this issue, and RUCO will not continue to debate it. The Commission should ignore Vote Solar's back door attempts to re-litigate an issue that has already been decided and approve RUCO's proposed meter fee.

Vote Solar next critiques both RUCO and TEP's meter proposals because they go beyond the analysis the Commission approved in UNSE. Vote Solar Brief at 4 -10. At the heart of Vote Solar's argument here is that any meter fee approved by the Commission "should reflect the actual incremental costs of installing a bidirectional meter, which are far less than TEP's and RUCO's proposals. Vote Solar Brief at 1. Vote Solar is focused on the fact that RUCO and TEP's proposals are three to five times larger than the $1.58 meter fee approved in the UNSE rate case. Id. at 4.

Vote Solar has completely misunderstood RUCO's meter proposal and what and why the Commission approved the $1.58 meter fee in UNSE case. It was never about calculating the "actual" incremental meter cost associated with the bi-directional meter in Phase 1 of the UNSE case. That very consideration was deferred until Phase 2 which is exactly what is being proposed here. RUCO and TEP's proposals in UNSE were and remain in this case establishing a conservative proxy of the incremental meter costs associated with rooftop DG. It is meant as an interim placeholder – a start towards recovering the additional meter costs associated with rooftop DG. In the UNSE Open Meeting, this point was addressed and clarified in an exchange between Commissioner Tobin and the Company. See Open Meeting Minutes of 8/11/2016 attached as Exhibit B of RUCO's Closing Brief at 522-523.

For some reason, either Vote Solar does not understand this or refuses to accept it just like it refuses to accept the Judges procedural decision on EFCA's motion. Either way, the purpose in Phase 1 concerning the meter charge is not the same as what the Commission has tasked be done in Phase 2 of the UNSE rate case. The purpose is to set a proxy meter rate.

Vote Solar next argues that RUCO and TEPs meter recommendations "unreasonably inflate" the incremental meter costs for solar customers. Vote Solar Brief at 5. Conceptually, it is hard to believe that a $6 per month interim meter cost is unreasonably inflated when the undisputed capital cost alone of a bi-directional meter is $216 and installed cost of the production meter is $71. Vote Solar 2. Even Vote Solar acknowledges that both of these meters are unique to solar customers. Vote Solar Brief at 5. At $6 per month it would take 47 months (almost 4 years) to pay off the combined install cost alone for these two meters, not including carrying costs.

Nonetheless, using a straight embedded cost calculation as the Commission had done in UNSE, Vote Solar claims the meter cost should be $1.64. Vote Solar finds fault with how RUCO broke up its meter fee recommendation. RUCO determined that $3.10[1] of the $6 fee was capital costs and $2.90 was administrative cost. Vote Solar Brief at 6-7. In short, Vote Solar contends that neither RUCO nor the Company's recommendation is supported by the record nor is reasonable. Vote Solar Brief at 6-7. While Vote Solar may disagree with the

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[1] TEP also calculated $3.10 as the capital costs in its recommendation.

calculation, it cannot plausibly argue that there is no support for it in the record. The $3.10 amount comes from TEP's marginal cost study which even Vote Solar acknowledges (at least for the bi-directional meter). Vote Solar Brief at 7.

With regard to the administrative costs, Mr. Huber acknowledges that his calculation was not precise. Transcript at 1548-1550. They were not meant to be precise – that is the purpose of Phase 2. Phase 2 is meant to take a deeper dive into the costs and try to structure a meter fee that is more representative of the actual costs. Phase 1 is meant as a proxy to move towards addressing that cost. As the Company noted in UNSE, the embedded cost estimate was used to arrive at the $1.58 monthly charge. TEP-32 at 24. The embedded cost understates what the incremental meter costs should be by a substantial amount. Id. This is apparent when one considers the Company's cost of service study in this case. The Company, not Vote Solar did a cost of service study and to say that there is no support for the proposed costs based on this study when in fact Vote Solar did not do its own study to discredit the Company is misplaced. Using the Company's cost of service study which considered the yearly charge for all new customers and new installations and divided the sum by 12, the Company arrived at a charge of $8.62. Id. By comparison, RUCO's $6 proposal, also based on the marginal cost study with a lower number associated with the administrative costs of the meter, is conservative.

Specifically, RUCO administrative cost calculation consisted of estimates. Transcript at 1548 – 1550. Clearly, there are costs associated with the administration of the meters. There are meter reading costs, advertising and salaries associated with these meters. Id. Whether these costs double or triple is unclear but what is clear is these costs exist. Id. Moreover, the Company estimates the administrative costs at $5.52 using their marginal cost study which is almost twice as much as RUCO's estimate. Vote Solar at 7. In sum, it can hardly be disputed that RUCO's estimates are reasonable under the facts of this case and it cannot be reasonably disputed that RUCO's recommendation is not supported by the record. RUCO's meter recommendation is fair, reasonable and should be approved.

THE COMMISSION SHOULD APPROVE RUCO'S RECOMMENDED BASIC SERVICE CHARGE

The Company did not spend much time briefing this issue. Company Brief at 22-23. RUCO would point out again that it believes and has shown that the Company's estimates as to its fixed cost portion are inflated and the Company has proposed the minimum system methodology in order to inflate the percentage of its costs recovered through the basic service charge. Even at $87[2], a basic service charge that high will no doubt devastate the residential ratepayer and is unwarranted. Acknowledging that number and approving a methodology that will move the Company towards recovering that number on a per person basis is bad public policy and unwarranted. Ironically, the state of Connecticut, the state the Company tried to represent supported the minimum system methodology, passed a law approving the basic service charge to stop "runaway fixed charges" which could lead to numbers as high as the Company estimates here. RUCO Brief – Exhibit C. The Commission should take heed of Connecticut as should the Company.

The Company's argument that the minimum system method reflects cost causation whereas the basic service approach does not accurately reflect cost causation shows a fundamental misunderstanding of how each approach works. It is precisely because the minimum system method does not reflect cost causation that it has been rejected in most states in favor of the basic service charge. Unlike the minimum service method, the basic

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[2] The Company identified this amount as the fixed monthly cost to serve the average residential customer in its Brief. TEP Brief at 23. RUCO, in its Brief, referenced the Company's estimate noted in Mr. Jones Direct Testimony of $93.61. TEP-30 at 44. RUCO does not quarrel with the lower amount.

customer method does reflect cost causation – it does not include common costs, but only costs which are customer specific. RUCO-10 at 17. Customer charges should only be used to recover the incremental costs that arise from serving individual customers. Id. at 15. They should not include costs related to overall demand on the system, such as transformers. Id. The minimum system approach is not based on actual customer counts or actual costs and does include distribution plant costs. Id. at 16. The minimum system method also does not appear to have sidewalls or limits – a perfect methodology to achieve the Company's objective – the recovery of the $87 per person in monthly fixed costs.

TEP'S VOLUMETRIC RATE DESIGN SHOULD CONSIST OF THREE TIERS

RUCO agrees with the Company that the Commission should approve the elimination of the top tier. There are so few customers in the top tier that eliminating it makes sense. The same cannot be said about the third tier where there are many customers. Its elimination translates to one thing – higher costs for the current low end users and lower costs for the current high-end users. RUCO-10 at 23-34. This is a perverse result which will create wrong incentives. The Commission should approve the elimination of the top tier.

THE COMMISSION SHOULD REJECT THE COMPANY'S PROPOSED MODIFICATIONS TO THE LFCR AND ECA

The Company complains that the LFCR does not meet the Commission's standard set in the UNSE rate case which the Company interprets to mean that the Company should be able to collect all of its fixed costs associated with lower kWh sales through the LFCR. Company Brief at 16. This mistaken belief seems to follow the Company's belief that fixed costs must be collected through fixed charges. TEP- 30 at 43.

The Company cites to the Commission's recent UNSE decision, but nowhere did the Commission state that the Company is entitled to collect all of its fixed costs associated with lost revenue due to Energy Efficiency and DG from the LFCR. Company Brief at 16. There is no question that the LFCR is designed to collect some of the fixed costs – but not all of them. Even the Company admits that generation costs are primarily recovered in volumetric rates. Id.

Which is exactly what the Company acknowledged in TEP's last rate case and UNSE's prior (2013) rate case. In the UNSE case the Commission noted in its decision "According to Mr. Dukes, the LFCR is not intended to recover fixed costs due to other factors, such as *generation*, weather or general economic conditions, and as such is not considered a full decoupling mechanism." (Emphasis Added). Decision No. 74235 at 19. In TEP's last rate case, TEP also acknowledged that the LFCR was not intended to recover generation costs. Decision No. 73912 at 39-40. In both of these cases, however, the LFCR in question was part of a Settlement. In the most recent UNSE case (8/2016), the Company asked for the same modifications to the LFCR as it seeks here – inclusion of generation costs and 50 percent of the remaining non-generation demand cost. Decision No. 75697 docketed August 18, 2016. In rejecting that request three months ago, the Commission stated that the LFCR is not intended to operate as a full de-coupler mechanism. Id. at 126. The Commission's rejection of the request was also based on the Commission's conclusion that the Company failed to show that the changes are in the public interest. Id. at 126. The Company here has restated the same old arguments and has not shown how moving towards treating the LFCR as a full de-coupler is in the public interest. The LFCR operates the same with TEP as with UNSE and it is not intended to operate as a full de-coupler. Including generation will further reduce TEP's financial risk since more of its costs will be recovered as a fixed charge which is not reflected in any way in the ROE which will benefit the Company but work against the interests of the ratepayers. TEP's request to modify the LFCR should be denied.

THE COMMISSION SHOULD MODIFY THE RATE TREATMENT OF NON-JURISDICTIONAL SALES ABOVE THE AMOUNT IMPUTED IN RATES SO THAT THE PROFITS ARE PARTIALLY REDISTRIBUTED BACK TO RATEPAYERS

RUCO incorporates the arguments and positions stated in its Closing Brief[3]. RUCO Brief at 22-23.

THE COMMISSION SHOULD NOT APPROVE TEP'S PROPOSED ALTERNATIVE GENERATION SERVICE AND AECC'S BUY THROUGH PROPOSALS

Indeed, it appears that under each of the proposed buy-through programs residential customers could be worse off. See TEP Brief at 42-45. For example, under TEP's original buy through program, the Company claims there will be a 0.5 mil increase for TEP's residential customers in the 2017 PPFAC rate if a 60 MW buy-through proposal is approved. TEP Brief at 42.

Staff also does not feel comfortable with the any of the buy-through proposals offered because of the potential adverse effects to a particular class. Staff Brief at 22. Staff also does not object to the adoption of ER-14 provided there are no adverse impacts or costs to all other customers. Perhaps most importantly, Staff, like RUCO is uncertain to what degree adoption of any of the buy-through proposals would adversely affect TEP's other customers. Staff Brief at 23.

RUCO recommends that the Commission not approve any of the proposed buy-through programs until it can be shown with certainty that residential ratepayers will not be adversely affected.

CONCLUSION

For the above reasons, the Commission should approve RUCO's recommendations.

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[3] The Company addressed AECC's proposal which is different than RUCO's on this point in its Brief. TEP Brief at 51-53.

RESPECTFULLY SUBMITTED this 14th day of November, 2016.

Daniel W. Pozefsky
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